



*American Embassy
Chanakyapuri, New Delhi-110021
Phone No. 91-11-24198328
Fax No. 91-11-24198278*

Solicitation No. S-IN650-16-Q-0037

Dated: March 1, 2016

Name & address of Offeror

Issued by: GSO/Contracting

You are invited to quote your lowest prices for the listed services on this sheet and submit at newdelhibids@state.gov, no later than **1700 hours on March 16, 2016**. The Contracting Officer shall provide additional information and/or clarifications concerning this solicitation.

Services - Description

1. Supply of two units of 6500 CFM AHUs at American Center, 24, Kasturba Gandhi Marg, Connaught Place, New Delhi as per attached Specifications/Scope of work (SOW) as Annexure-A.

Description	Unit Price	Unit	Quantity	Amount
Supply of 6500 CFM AHU		Each	2	
Excise duty (rate and amount)				
VAT (for supply from Delhi)				
CST (for supply from outside Delhi)				
Freight, if applicable				
Unloading at Embassy				

2. Offeror, registered with VAT/service tax authority, should submit a copy of VAT/service tax registration certificate along with the offer. In case of VAT registration, please mention the type of category of VAT registration (work vendor or composite vendor). This is a mandatory requirement for evaluation purpose. Acceptability will be determined by assessing the offeror's compliance with the terms of the solicitation. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1.
3. In order to enable the U.S. Government to claim VAT refunds, the offeror shall indicate VAT separately. If VAT is indicated separately, the contractor shall furnish tax invoices in accordance with New Delhi VAT regulations. GOI registered vendors must print the Embassy's **TIN 07079892154** on their invoice otherwise their invoice shall be rejected by the Embassy.
4. Completion time: 60 days from the receipt of Purchase Order.
5. In case there are contradictory statements in the SOW and the Purchase Order Clauses, the Purchase Order shall prevail.

6. This purchase will be bound by the FAR & DOSAR clauses and other terms and conditions enclosed as Annexure-B and Annexure-C. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

Site Inspection: *At 1100 hours on March 7, 2016, at American Center, 24, Kasturba Gandhi Marg, Connaught Place, New Delhi, India.* Interested parties must register the participants' names for site visit by e-mail to **Mr. Rajender** at xrajender@state.gov by/before 1400 hours, March 4, 2016.

The Embassy reserves the right to reject any or all offers and to delete any portion/or items of the solicitation. Your offer should be valid for at least 180 days from the submission date. Once the Purchase Order is awarded, the prices shall hold good till the work is completed.

Name of the Offeror _____

Signature _____ **Dated** _____

E-mail address _____

Contact # _____

Sincerely,



Contracting Officer

US EMBASSY, NEW DELHI
STATEMENT OF WORKS FOR SOLICITATION S-IN650-16-Q-0037
SUPPLY OF AIR HANDLING UNIT AT AMERICAN CENTER
ANNEXURE-A

Statement of Work: **Supply of two Air Handling Units. The air handling shall at American Center New Delhi.**

Brief Description:

The scope of work is as follows:

- (a) Supply of two indoor types, double skin pre plasticized floor mounted type air handling units fabricated out of extruded aluminum section. The AHU consisting of supply air inlet, face dampers, same cooling/heating coil made of aluminum finned copper tube with 4 row deep coil sections, fan sections imported centrifugal forward curved fan, drive assembly set, cogged motor pulley and 'cogged' belts, pre cassette type filters 50mm thick, 304/316 S.S drain pan and 35 mm drain pipe, duly insulated with 13mm closed cell linked insulation.
 - I. 6500 CFM AHU#3
 - II. 6500 CFM AHU#4
- (b) Test of the air-handling units with specified parameters after the other installation contractor completes the installation and does the commissioning work.
- (c) The contractor should provide three sets of drawings with complete data's and details. The contractor shall proceed to manufacture the product after receiving the approved drawing.
- (d) The installation & commissioning work will be carried out by other contractor through a separate contract.
- (e) Provide one set of as built drawing and Operation, repair and Maintenance manual at the time delivery of AHU

Contractors are advised to go through the attached scope of work & specifications.

Please quote your lump sum price for the entire work including all overheads and local taxes etc.

Note:

This will be a lump sum contract and nothing extra will be entertained on any account.

First phase comprises of supply of air handling units. The second phase comprises testing and commissioning of the equipment. The work to be carried out by professional workers and certified fitter and sheet metal worker in good workmanship and neat manner as per the 1996 SMACNA "HVAC Duct Construction Standards.

The supplier/ manufacturer will arrange for a dedicated full time engineer/supervisor at the time of commissioning of the equipment.

Enclosure:

Scope of work

1 Specifications

Specification of AHU

PART 1 - PRODUCTS

1.1 MANUFACTURERS

- A. Available Manufacturers: **Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:**
- B. Manufacturers: Subject to compliance with requirements, provide products by **one of the following or equivalent to meet the specification:**

Basis of Design:

- 1. FEBO Engineering (P) Ltd. (Edgetech Air system Pvt Ltd.)
- 2. Carrier
- 3. Trane Company (The); Commercial Systems Group.
- 4. Zeco Aircon Industries.

1.2 MANUFACTURED UNITS

- A. General Description: Factory assembled, consisting of fans, motor and drive assembly, coils, damper, plenums, filters, drip pans, and mixing dampers.
- B. Motor and Electrical Components:
- C. Except as otherwise indicated, provide manufacturer's standard products of categories and types required for each application.
- D. Provide Engraved plastic Laminate Labels, Signs and Instruction plate minimum size 130sq.cm. The engrave legend in white letters on black face and punch for mechanical fasteners.

1.3 CABINET

- A. Materials: Formed and reinforced galvanized steel panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed. Units located outdoors shall be treated with a corrosion protective coating and exterior finish.
 - 1. Outside Casing: powder coated Steel, 1mm.
 - 2. Inside Casing: Galvanized steel, 0.7 mm.
 - 4. Drain Plate: Stainless steel, 2-3 mm.
 - 5. Floor plate: Galvanized steel 2-3 mm
- B. Insulation: Coated, glass-fiber insulation, complying with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," for insulation A. Hot Surfaces: Normal operating temperatures of 100 deg F (38 deg C) or higher.
- B. Dual-Temperature Surfaces: Normal operating temperatures that vary from hot to cold.
- C. Cold Surfaces: Normal operating temperatures less than 75 deg F (24 deg C).

- D. Thermal resistivity is designated by an R-value that represents the reciprocal of thermal conductivity (k-value). Thermal conductivity is the rate of heat flow through a homogenous material exactly 1 inch (25.4 mm) thick. Thermal resistivity (R-value) is expressed by the temperature difference in degrees Fahrenheit (Kelvins) between the two exposed faces required to cause 1 BTU per hour (1 Watt) to flow through 1 square foot (1 square meter) at mean temperatures indicated.
- E. Thermal Conductivity (k-value): Measure of heat flow through a material at a given temperature difference; conductivity is expressed in units of Btu x inch/h x sq. ft. x deg F (W x m/sq. m x K).
- F. Density: Is expressed in pcf (kg/cu. m).
- G. Material certificates, signed by the manufacturer, certifying that materials comply with specified requirements where laboratory test reports cannot be obtained.

1.4 **QUALITY ASSURANCE**

- A. Fire Performance Characteristics: Conform to the following characteristics for insulation including facings, cements, and adhesives, when tested according to ASTM E 84, by UL or other testing or inspecting organization acceptable to the authority having jurisdiction. Label insulation with appropriate markings of testing laboratory.
 - 1. Interior Insulation: Flame spread rating of 25 or less and a smoke developed rating of 50 or less.
 - 2. Exterior Insulation: Flame spread rating of 75 or less and a smoke developed rating of 150 or less.
- B. Access Panels and Doors: Same materials and finishes as cabinet and complete with hinges, latches, handles, and gaskets.
 - 1. Fan section shall have inspection and access panels and doors sized and located to allow periodic maintenance and inspections.
- C. Drain Pans: Formed sections of galvanized steel sheet. Fabricate pans in sizes and shapes to collect condensate from cooling coils (including coil piping connections and return bends) and humidifiers when units are operating at maximum-catalogued face velocity across cooling coil.
 - 1. Double-Wall Construction: Fill space between walls with foam insulation and seal moisture tight.
 - 2. Drain Connections: Both ends of pan.
 - 3. Pan-Top Surface Coating: Elastomeric compound.
 - 4. Units with stacked coils shall have an intermediate drain pan or drain trough to collect condensate from top coil.

1.5 **FAN SECTION**

- A. Fan-Section Construction: Belt-driven centrifugal fans, consisting of housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, and support structure, equipped with formed-steel channel base for integral mounting of fan, motor, and casing panels. Mount fan scroll, wheel, shaft, bearings, and motor on structural-steel frame, with frame mounted on base with vibration isolation. At the option of the contractor the motors may be mounted outside the unit.
- B. Housings: Fabricate from formed- and reinforced-steel panels to form curved scroll housings with shaped cutoff, spun-metal inlet bell, and access doors or panels to allow entry to internal parts and components.

- C. Fan Assemblies: Statically and dynamically balanced and designed for continuous operation at maximum rated fan speed and motor power. Fan wheel shall be double-width, double-inlet type with backward-curved blades.
1. Backward Curved: Black steel with enamel or galvanized finish, and having an inlet flange, back plate, shallow blades with inlet and tip curved backward in direction of airflow, and steel hub.
 2. Shafts: Hot-rolled steel; turned, ground, and polished, and having keyway to secure to fan wheel hub.
 3. Shaft Bearings: Pre-lubricated and sealed, self-aligning, pillow-block-type ball or roller bearings with the following:
 - a. Rate Bearing Life: ABMA 9 or ABMA 11, L-50 of 400,000 hours.
 4. Belt Drives: Factory mounted, with final alignment and belt adjustment made after installation.
 - a. Service Factor Based on Fan Motor: 1.5.
 5. Cogged Pulleys: Cast iron or steel with split, tapered bushing, dynamically balanced at factory.
 6. Motor Cogged Pulleys: Adjustable pitch, selected so pitch adjustment is at middle of adjustment range at fan design conditions.
 7. Cogged Belts: Oil resistant, nonsparking, and nonstatic; matched for multiple belt drives.
 8. Belt Guards: Fabricate to OSHA/SMACNA requirements, 0.1046 inch (2.7 mm) thick, 3/4-inch (20-mm) diamond-mesh wire screen welded to steel angle frame or equivalent, prime coated.
 9. Motor Mount: Adjustable for belt tensioning.
 10. Vibration Control: Install fans on restrained open-spring vibration isolators, minimum 1-inch (25-mm) static deflection, with side snubbers.
- D. Fan-Section Source Quality Control: The following factory tests are required.
1. Sound Power Level Ratings: Comply with AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Fans shall bear AMCA-certified sound ratings seal.
 2. Factory test fan performance for flow rate, pressure, power, air density, rotation speed, and efficiency. Establish ratings according to AMCA 210, "Laboratory Methods of Testing Fans for Rating."

1.6 BASIC MOTOR REQUIREMENTS

- A. Basic requirements apply to mechanical equipment motors, unless otherwise indicated.
- B. Frequency Rating: 50 Hz.
- C. Voltage Rating: 415 VOLT 3 PHASE to which motor is connected.
- D. Temperature Rating: 50 deg C maximum temperature rise at 40 deg C ambient for continuous duty at full load (Class F Insulation).
- E. Service Factor: 1.15 for polyphase motors
- F. Motor Construction: NEMA MG-1, general purpose, and continuous duty, Design B.
Bases: Adjustable.
- G. Capacity and Torque Characteristics: Rated for continuous duty and sufficient to start, accelerate, and operate connected loads at designated speeds, in indicated environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.
- H. Enclosure: Open drip proof, unless otherwise indicated.

1.7 POLYPHASE MOTORS

- A. Description: NEMA MG 1, medium induction motor.
 1. Design Characteristics: NEMA MG 1, Design B, unless otherwise indicated.
 2. Energy-Efficient Design: Premium efficiency E-type.
 3. Stator: Copper windings, unless otherwise indicated. Multispeed motors have separate winding for each speed.
 4. Rotor: Squirrel cage, unless otherwise indicated.

5. Bearings: Double-shielded, prelubricated ball bearings suitable for radial and thrust loading.
 6. Temperature Rise: Match insulation rating, unless otherwise indicated.
 7. Insulation: Class F, unless otherwise indicated.
- B. Motors Used with Reduced-Inrush Controllers: Match wiring connection requirements for indicated controller, with required motor leads brought to motor terminal box to suit control method.
 - C. Rugged-Duty Motors: Where indicated, motors are totally enclosed with 1.25 minimum service factor, greased bearings, integral condensate drains, and capped relief vents. Windings are insulated with non-hygroscopic material. External finish is chemical-resistant paint over corrosion-resistant primer.
 - D. Source Quality Control: Perform the following routine tests according to NEMA MG 1:
 1. Measurement of winding resistance.
 2. No-load readings of current and speed at rated voltage and frequency.
 3. Locked rotor current at rated frequency.
 4. High-potential test.
 5. Alignment.
 - E. Bearings: The following features are required:
 5. Ball or roller bearings with inner and outer shaft seals.
 6. Grease lubricated.
 7. Designed to resist thrust loading where belt drives or other drives produce lateral or axial thrust in motor.
 - F. Enclosure Type: The following features are required:
 1. Open drip proof motors where satisfactorily housed or remotely located during operation.
 2. Guarded drip proof motors where exposed to contact by employees or building occupants.
 - G. Overload Protection: Built-in, automatic reset, thermal overload protection.
 - H. Noise Rating: Quiet.
 - I. Efficiency: Energy-efficient motors shall have a minimum efficiency as scheduled according to IEEE 112, Test Method B. If efficiency is not specified, motors shall have a higher efficiency than "average standard industry motors" according to IEEE 112, Test Method B.
 - J. Nameplate: Indicate full identification of manufacturer, ratings, characteristics, construction, and special features.
 - K. Starters, Electrical Devices, and Wiring: Electrical devices and connections are specified in Division 16 Sections.

1.8 **COILS**

- A. Coil Sections: Common or individual, insulated, galvanized steel casings for heating and cooling coils. Design and construct to facilitate removal and replacement of coil for maintenance and to assure full airflow through coils.
- B. Coil Construction: Rigidly supported across full face, pitched to allow drainage.
 1. Fins: Aluminum mechanically bonded to tubes.
 2. Tubes: Seamless copper.
 3. Coil Casing: Galvanized steel.
 4. Headers for Water Coils: Steel, or copper with connections for drain valve and air vent, and threaded piping connections.

- C. Water Coils: Drainable with threaded plugs, serpentine with return bends in smaller sizes and with return headers in larger sizes.
- D. Coil-Performance Tests: Factory-test cooling and heating coils, except sprayed surface coils for rating according to ARI 410, "Forced-Circulation Air-Cooling and Air-Heating Coils."

1.8 **DAMPERS**

- A. General: Leakage rate, according to AMCA 500, "Test Methods for Louvers, Dampers and Shutters," shall not exceed 2 percent of air quantity at 2000-fpm (10-m/s) face velocity through damper and 4-inch wg (1000-Pa) pressure differential.
 - 1. Damper operators shall be electrically operated. Actuator (make Anergy or Honey well) shall be compatible with BMSSYSTEM (Make: Automatic logic control)
- B. Combination Filter/Mixing Box: Parallel-blade galvanized steel damper blades mechanically fastened to steel operating rod in reinforced, galvanized steel cabinet. Connect operating rods with common linkage and interconnect linkages so dampers operate simultaneously. Cabinet support members shall hold 2-inch- (50-mm-) thick, pleated, flat permanent or throwaway filters. Provide hinged access panels or doors to allow removal of filters from both sides of unit.

1.9 **FILTER SECTION**

- A. Description: Type >B= - Factory-fabricated, dry, extended-surface filters with holding frames and having performance characteristics as indicated. Provide pre-filters prior to all extended surface filters.
- B. Media: Fibrous material formed into deep V-shaped pleats and held by self-supporting wire frames.
- C. Frame: Nonflammable cardboard, with suitable fasteners and gaskets to hold media and media frame and to prevent unfiltered air from passing between media frames and holding devices.
- D. Filter Section: Provide filter media holding frames arranged for flat or angular orientation, with access doors on both sides of unit.
- E. Ratings: Provide filters with rated face velocity of 2.5 m/s, initial resistance of 75 Pa with 50 to 60 percent ASHRAE 52 efficiency, and 150 Pa with 90 to 95 percent efficiency, and final rated resistance of 300 Pa.

1.1 **EXAMINATION**

- A. Examine areas and conditions to receive equipment, for compliance with installation tolerances and other conditions affecting performance of central-station air-handling units.
- B. Examine roughing-in of steam, hydronic, condensate drainage piping, and electrical to verify actual locations of connections before installation.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.
- D.. Electrical: Conform to applicable requirements.
 - 1. Connect fan motors to wiring systems and to ground. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
 - 2. Temperature control wiring and interlock wiring is done others.

1.2 **Inspection**

- A. Manufacturer's Field Inspection: **Engage a manufacturer's authorized service representative to perform the following:**
1. Inspect field assembly of components and installation of central-station air-handling units including piping, ductwork, and electrical connections.
 2. Prepare a written report on findings and recommended corrective actions.
- B. Final Checks before Startup: Perform the following before startup:
1. Verify that shipping, blocking, and bracing are removed.
 2. Verify that unit is secure on mountings and supporting devices and that connection for piping, ductwork, and electrical are complete. Verify that proper thermal overload protection is installed in motors, starters, and disconnects.
 3. Perform cleaning and adjusting specified in this Section.
 4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify free fan wheel rotation and smooth bearings operations. Reconnect fan drive system, align belts, and install belt guards.
 5. Lubricate bearings, pulleys, belts, and other moving parts with factory-recommended lubricants.
 6. Set outside-air and return-air mixing dampers to minimum outside-air setting.
 7. Comb coil fins for parallel orientation.
 8. Install clean filters.
 9. Verify that manual and automatic volume control, and fire and smoke dampers in connected ductwork systems are in fully open position.
- C. Starting procedures for central-station air-handling units include the following:
1. Energize motor; verify proper operation of motor, drive system, and fan wheel. Adjust fan to indicated rpm.
 - a. Replace fan and motor pulleys as required to achieve design conditions.
 2. Measure and record motor electrical values for voltage and amperage.
 3. Manually operate dampers from fully closed to fully open position and record fan performance.

1.3 **DEMONSTRATION**

- A. Engage the services of a manufacturer's authorized service representative to train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.

FAR & DOSAR CLAUSES
ANNEXURE-B

**CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES
(Current thru FAC 2005-75-83)**

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/far>

DOSAR clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)	MAY 2015
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-4 Contract Terms and Conditions—Commercial Items. (May 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require

repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) The clause at [52.212-5](#).
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The [Standard Form 1449](#).
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered

to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2014) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor

Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is _____"	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

ANNEXURE-C



➔ IMPORTANT INSTRUCTIONS: PLEASE READ CAREFULLY

(A) Documents required along with offer:

- Technical catalogue/data sheet/specifications sheet of the offered product providing manufacturer name, model, and extended specifications of the exact equipment being proposed.
- List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses).

Note – Offer without the above submittals shall not be considered for further evaluation.

(B) Other Requirement:

- Offer Validity: The offer should be valid for minimum 120 days.
- The VAT and freight amount should be mentioned separately.
- Delivery time: clearly mention the lead time for delivery of material.

(C) Evaluation Factors:

- Award will be made to the “**Lowest Price Technically Acceptable**” offer. The U S Government reserves the right to reject any offer which is very low or high.
- Record of Satisfactory Past performance.

(D) Terms and Conditions:

- If your proposal/offer is accepted, American Embassy will issue a **U S Government firm and fixed price purchase order**.
- Payment Terms: **30 days credit**. The payment will be made through electronic funds transfer (EFT) direct into your bank account within net 30 days after delivery of proper invoice and successful completion of work at American Center, Kasturba Gandhi Marg, Connaught Place, New Delhi
- In case of late receipt of offer, it shall be sole discretion of the Contracting Officer (CO), to accept or reject the offer.
- Attached FAR & DOSAR Clauses are applicable on this solicitation.

The end date for submission of offer is 05:00 p.m. Wednesday, March 16, 2016 which means no offer shall be accepted after the end date and time.